

EXHIBIT A

(State Court Summons & Complaint)

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GEORGETOWN)	
Dr. Frank Gaskill,)	C.A. No.:
)	
Plaintiff,)	
)	
vs.)	SUMMONS & NOTICE
)	(Jury Trial Requested)
Standard Insurance Company,)	
)	
Defendant.)	

TO THE DEFENDANT(S) ABOVE NAMED:

You are hereby summoned and required to answer the complaint in this action, a copy of which is herewith served upon you, (which was filed in the Office of the Clerk of this Court on the 7th day of **April 2017**) and to serve a copy of your answer to the complaint to the subscriber at Post Office Box 2123, Greenville, South Carolina 29602 within thirty (30) days after the service hereof, exclusive of the date of such service. If you fail to answer the complaint within that time, the plaintiff(s) will apply to the court for the relief demanded in the complaint, and a judgment by default will be rendered against you.

s/M. Leila Louzri
M. Leila Louzri, Esq.
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Date: May 2, 2017

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GEORGETOWN)	
Dr. Frank Gaskill,)	C.A. No.:
)	
Plaintiff,)	
)	
vs.)	C O M P L A I N T
)	(Jury Trial Requested)
Standard Insurance Company,)	
)	
Defendant.)	

The Plaintiff, complaining of the Defendant herein, would show unto this honorable court as follows:

I.

Plaintiff is a citizen and resident of Pawleys Island, South Carolina.

II.

Defendant is an insurance company organized and existing pursuant to the laws of one of the States of the United States and which does business in Pawleys Island, South Carolina.

III.

This matter is governed by state law and not by ERISA as Plaintiff's employer is a public state university. This court has subject matter and personal jurisdiction to hear this matter.

IV.

Until April 2016, Plaintiff was actively employed with Elizabeth City State University as an Associate Professor of Management. As an Employee of Elizabeth City State University, Plaintiff was provided long term disability coverage through a plan which is fully insured by Defendant.

V.

Plaintiff suffers from certain medical problems, and as of April 2016 he had to cease working as a result of those medical problems.

VI.

Plaintiff filed a claim for long term disability benefits with Defendant, asserting that he was completely and totally disabled. Defendant denied his claim and has failed and refused to provide Plaintiff the benefits which he seeks.

FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

VII.

Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

VIII.

The Defendant and Plaintiff entered into an agreement whereby if Plaintiff became disabled and unable to work he would be paid long term disability benefits consistent with the terms of the long term disability policy.

IX.

Plaintiff became disabled and filed a claim for long term disability benefits with the Defendant. However, Defendant has now failed and refused to pay him any monies or provide him with the benefits of the policy. Defendant's failure to pay long term disability benefits to the Plaintiff is a breach of the contract entered into between them. As a direct and proximate result of the Defendant's breach, the Plaintiff has been deprived of the monies and benefits due him under the terms of the policy. Accordingly, Plaintiff respectfully requests an award of such actual damages as the trier of fact deems proper and attorney's fees and costs pursuant to state

law because the Defendant's denial was, at least, unreasonable. Further, Plaintiff requests an award of interest due on all past due benefits.

FOR A SECOND CAUSE OF ACTION

(Bad Faith)

X.

Plaintiff incorporates all prior allegations herein, where not inconsistent, as if fully set forth herein.

XI.

The Defendant's assertion that the Plaintiff is not entitled to the long term disability benefits he seeks is completely without basis and totally unsubstantiated by any evidence or facts.

XII.

Defendant's assertion is made in bad faith and is a calculated effort by the Defendant to attempt to avoid providing the Plaintiff benefits, and the denial was made in bad faith by the Defendant having only its own financial interests in mind and completely ignoring its obligation of good faith owed to the Plaintiff.

XIII.

As a direct and proximate result of the bad faith denial of the Plaintiff's claim, the Plaintiff has been deprived the income and benefits owed him under the policy, and the denial of income and benefits has caused the Plaintiff to undergo substantial financial and mental hardships. Plaintiff has been forced to incur expenses to an attorney and has been forced to spend his time and effort in dealing with this matter with the Defendant in addition to the hardships caused upon him by the deprivation of financial income and benefits. Accordingly,

Plaintiff is entitled to actual and punitive damages as he should prove to a jury and for such other and further relief as this court deems just and proper.

WHEREFORE, having fully stated his complaint against the Defendant, the Plaintiff prays for (a) benefits due him under the long term disability policy; (b) actual, compensatory and punitive damages; (c) attorney's fees and costs pursuant to state law; and (d) such other and further relief as this court deems just and proper, including pre-judgment interest on all benefits due from the point at which benefits were payable through the time of judgment.

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